



REQUEST FOR QUALIFICATIONS

Fiscal Monitoring Services

Date of Issuance: December 07, 2020, 4:00 p.m. (CST)
Written Questions due by: December 17, 2020, 4:00 p.m. (CST)
Submission Deadline: January 11, 2021 4:00 p.m. (CST)

Issued By:

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Table of Contents

INTRODUCTION	4
 PART 1 - GENERAL INFORMATION	
1.1 Purpose of Request for Qualifications (RFQ)	5
1.2 Procurement Standards	5
1.3 Applicable Authorities	6
1.4 RFQ Schedule and Budget	6
1.5 Issuance and Availability of RFQ	6
1.6 Response Deadline	7
1.7 Open Records	7
1.8 Type of Contract	8
1.9 Contract Period	8
1.10 Eligible Offerors.....	8
1.11 Governing Provisions and Limitations.....	9
1.12 Administrative Requirements and Other Limitations	11
 PART 2 – PROPOSAL REVIEW AND EVALUATION PROCESS	
2.1 Proposal Review and Evaluation	12
2.2 Proposal Evaluation Criteria	13
2.3 Appeal Process and Procedures.....	17
 PART 3 – SCOPE OF WORK	
3.1 Services	18
3.2 Fees/Charges	20
3.3 Deliverables.....	20
3.4 Contract Renewal.....	21
 PART 4 – PROPOSAL PREPARATION AND SUBMISSION	
4.1 General Instructions for Submitting a Proposal.....	21
4.2 Additional Information	23
4.3 Reply Submission	24
4.4 Inquiries	24
 PART 5 – INSURANCE REQUIREMENTS	
5.1 Insurance Limits.....	24

PART 6 – ATTACHMENTS

ATTACHMENT 1 – Organization Information..... 26
ATTACHMENT 2 – References 27
ATTACHMENT 3 – Certification Regarding Conflict of Interest..... 30
ATTACHMENT 4 – List of Subcontractors 31
ATTACHMENT 5 – Resume Template 32
ATTACHMENT 6 – W9 Form..... 33
ATTACHMENT 7 – Certifications 34
ATTACHMENT 8 – HUB Certification..... 35

INTRODUCTION

The Workforce Solutions Alamo (WSA) Board serves as the governing board for the regional workforce system, a network of service providers and contractors that brings people and jobs together. The Board's membership reflects the diverse constituencies of the regional community: business, economic development, education, labor, community organizations, and government.

Alamo Workforce Development, Inc. d/b/a Workforce Solutions Alamo, ("WSA") is incorporated as a private, non-profit organization in the State of Texas and maintains a federal tax exemption status as a 501(c)(3) organization working in partnership with the local Chief Elected Officials (CEOs), which include the Mayor of the City of San Antonio and the County Judges from Atascosa, Bandera, Bexar, Comal, Frio, Gillespie, Guadalupe, Karnes, Kendall, Kerr, McMullen, Medina, and Wilson counties. Together, the Board and the CEOs provide leadership over the workforce system in the Alamo region, working to ensure that the area has an educated, skilled workforce.

The WSA Board is committed to promoting regional economic growth and economic self-sufficiency by operating a workforce system that fully aligns efforts of local partners and communities in the region with State-level strategic efforts.

WSA Board's vision endeavors to lead the most integrated community workforce network in the nation. The WSA Board and its regional partners recognize the collaborative process as a powerful means to collectively achieve economic growth that enables the workforce occupational demand to increase, thus providing the opportunity for more job seekers to reach self-sufficiency. WSA and its regional workforce partners have a history of collaborative planning and have aligned strategic initiatives with targeted industry sectors and demand occupations.

WSA's strategies fully align with the Texas Workforce Commission's (TWC) System Strategic Plan's goals which have a focus on employers, of engaging in partnerships, on the alignment of system elements, and on improving and integrating programs and combined State Plan's goals that support benchmarks related to secondary and post-secondary educational achievement, the self-sufficiency of individuals, economic development and job creation, and providing citizens with greater access to government services. In addition, these strategies also wholly incorporate the alignment of Adult Education & Literacy (AEL) activities with other core programs in the workforce system.

Our Mission

Strengthen the Alamo regional economy by growing and connecting talent pipelines to employers.

Our Values

Workforce Solutions Alamo embraces and promotes the following values: Accountability, collaboration, excellence, innovation, and integrity.

Our Customers

Workforce Solutions Alamo supports the concept of an employer demand-driven service delivery. In focusing our attention on meeting the needs of employers first, we will be able to meet the needs of our region's job seekers. Therefore, we serve two (2) primary customers:

- All employers in the region, regardless of size or industry
- All residents who live in the region, regardless of employment status, educational level, skills or abilities, sex, or age

PART 1 - GENERAL INFORMATION

1.1 PURPOSE

The purpose of this Request for Qualifications ("RFQ") is to seek a Statement of Qualifications ("SOQ") from qualified firms interested in providing comprehensive financial monitoring reviews and fiscal integrity reviews. The reviews of Workforce Solutions Alamo (WSA) Career Center Operation contractors are done to ensure that contractors comply with WSA's contractual obligations under its contract with the Texas Workforce Commission (TWC) and the U.S. Department of Labor (DOL).

The purpose of the contractor fiscal monitoring is to ensure that:

1. Intended program resources are expended on allowable activities;
2. Resources are efficiently and effectively used for authorized purposes and are protected from waste, fraud, and abuse;
3. Reliable and timely financial information is captured and reported;
4. Applicable laws, rules, regulations, policies and contract terms and conditions are adhered to.

These documents constitute the complete set of specifications, requirements, and/or proposal forms. All terms and conditions of this RFQ, any addenda, Offeror's submissions and negotiated terms, are incorporated into the contract by reference as set forth herein.

1.2 Procurement Standards

This Request for Qualifications (RFQ) provides a uniform method for the procurement of specified services, allowing for full and open competition. It contains the necessary background, requirements, technical specifications, information, and instructions for responding to the RFQ. Services solicited under this RFQ shall be procured in a manner consistent with the Texas Workforce Commission's Financial Manual for Grants and Contracts, Appendix D, Procurement.

Selection and award will be based upon demonstrated competence and qualifications to perform requested services; and a fair and reasonable price. WSA’s intent is to execute a contract for fiscal monitoring services with a single selected Offeror. However, the Board retains the option to contract with multiple Offerors with demonstrated expertise.

1.3 Applicable Authorities

- All applicable federal statues, regulations, policies, and guidance as presently in effect and as may become effective during the term of this Award;
- Office of Management and Budget’s Uniform Guidance at 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements and 2 C.F.R. Part 2900, Department of Labor (DOL) exceptions to 2 C.F.R. Part 200; and
- Approved Local Workforce Development Board Plan including modifications and amendments

1.4 RFQ Schedule and Budget

The following schedule is subject to change at the discretion of the Board without recourse. Offerors should regularly check the Board’s website (www.workforcesolutionsalamo.org) for posted updates. All updates and changes will be posted to the Procurement page. All times listed reflect Central Standard Time (CST).

Activities	Dates
Issuance of RFQ	December 07, 2020
Questions & Answers	December 17, 2020
Qualifications Due	January 11, 2021
Interviews (optional)	TBD
Recommendation to Board of Directors	TBD
Board Approval	TBD
Contract Anticipated Start Date	February 01, 2021

1.5 Issuance and Availability of RFQ

This RFQ is issued Monday, December 07, 2020, 4:00 pm (CST), by the Workforce Solutions Alamo Board, under the direction of Adrian Lopez, Chief Executive Officer, 100 N. Santa Rosa, Suite 120, San Antonio, Texas 78207. The RFQ package may be obtained electronically online at our website <https://www.workforcesolutionsalamo.org/about/procurement>.

A copy of the RFQ may be requested via e-mail, send requests to Procurement@wsalamo.org. The RFQ package is also available online at <http://www.txsmartbuy.com/esbd>.

Offerors may submit questions in writing no later than Thursday, December 17, 2020 prior to 4:00 p.m. (CST). All properly submitted questions will be compiled and responded to in a Q&A document. The Q&A document will be posted on the Board's website at <https://www.workforcesolutionsalamo.org/about/procurement> by Friday, December 18, 2020, 5:00 p.m. (CST). Workforce Solutions Alamo reserves the right to determine the appropriateness of comments/questions that will be posted on the website.

All Workforce Solutions Board members, officers, or staff are **precluded** from answering questions concerning this RFQ or the procurement process. Bidders are asked to respect this condition by not asking questions or making requests for assistance, except to the authorized contact person. Violations may result in the disqualification of the offending Offeror.

Note: *The no-contact period begins with solicitation publication and includes all rebids. The period ends when either a contract is signed with the winning vendor; the contract with the last of multiple vendors is signed; or the solicitation is withdrawn and no rebid of the same or similar solicitation is planned. The purpose of the no-contact requirement is to ensure a fair, equitable, and competitive process.*

1.6 Response Deadline

The deadline to submit a proposal via email, is no later than 4:00 p.m. (CST) on Monday, January 11, 2021. Qualifications received after that time will not be accepted regardless of the circumstances.

All submittals must be emailed to the Authorized Contact:

Armando Alferez
Contracting & Procurement Specialist
Email: aalferez@wsalamo.org
Phone: (210) 581-1057

The timely delivery of Qualifications is the sole responsibility of the Offeror. Workforce Solutions Alamo is not responsible for any failures and/or errors of omission. Disputes concerning late or non-delivered Qualifications cannot be appealed. Any Qualifications or amendments received after the specified deadline will not be considered and will be deemed as late and non-responsive – **NO EXCEPTIONS.**

1.7 Open Records

Qualifications submitted in response to this RFQ are subject to the Texas Public Information Act, Government Code, Chapter 552, and may be disclosed to the public upon request. Therefore, any confidential, privileged or proprietary information contained within a proposal must be clearly identified by the Offeror in the proposal itself (each applicable page

clearly marked). Such information will be kept confidential by Workforce Solutions Alamo to the extent permitted by State law.

1.8 Type of Contract

Workforce Solutions Alamo intends to negotiate and execute a contract as a result of this RFQ. Any contract resulting from this RFQ shall be contingent upon the receipt of sufficient funding from the Texas Workforce Commission (TWC) and other sources. Negotiated contract amounts will be contingent upon funding actually received and available. The final contract will be subject to any changes in legislation, regulations, rules, or policies promulgated by the funding sources, including the U.S. Department of Labor and the Texas Workforce Commission. General and administrative provisions contained in this RFQ will be incorporated into a resulting contract.

Workforce Solutions Alamo reserves the right to vary or change the terms of any contract resulting from this RFQ, including funding levels, scope of work, performance measures, adding other related programs or services and funding sources, and shortening or extending the contract period, as it deems necessary and in the best interests of Workforce Solutions Alamo.

1.9 Contract Period

It is the intent of the Board to execute a single contract for Fiscal Monitoring services. The duration of the contract shall be for a period of one year from the date of execution of the agreement. The Board may, at its sole discretion, opt to extend the term of the contract for up to four (4) one (1) year extensions based upon WSA needs and the availability of funds. In no event shall the total term of the contract exceed five (5) years. The Board reserves the right to terminate a contract at any time based on Contractor performance, matters of noncompliance or insufficient funds.

1.10 Eligible Contractor

In accordance with U.S. Department of Labor (DOL) regulations 29 CFR Part 98, WSA is prohibited from awarding funds to any party that is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

Offeror must have the necessary technical competence, skills and professional judgment to accomplish the work solicited in the RFQ. Offeror must be experienced in working with non-profit, governmental and quasi-governmental organizations. Offeror is responsible for familiarity with all applicable federal and state laws, regulations and rules in the development of their response to this RFQ. The selected contractor will be required to assume full responsibility for all services included in a contract. Contractor may not assign,

transfer or otherwise dispose of any portion of a contract in whole or in part, to any third party, without the prior written approval of the Board.

1.11 Governing Provisions and Limitations

1. All Qualifications submitted to Workforce Solutions Alamo in response to this RFQ will become the exclusive property of Workforce Solutions Alamo.
2. Proposal, if accepted, will become the basis for the contract scope of work.
3. This RFQ is not to be construed as a purchase agreement or contract or as a commitment of any kind; nor does it commit Workforce Solutions Alamo to pay for any costs incurred in the preparation of a proposal or any other costs incurred prior to the execution of a formal contract, unless such costs are specifically authorized in writing by Workforce Solutions Alamo.
4. Workforce Solutions Alamo reserves the right to accept or reject any or all Qualifications received, to cancel and/or reissue this RFQ in part or its entirety.
5. This is a negotiated procurement utilizing the Request for Proposal method, and as such, the selection and award of a contract does not have to be made to the respondent with the lowest priced/cost offer, but rather to a respondent submitting the most responsive proposal that satisfies the Board's requirements and is determined to be in the Board's best interests.
6. Workforce Solutions Alamo reserves the right to award a contract for any services solicited in this RFQ in any quantity it determines to be in its best interests.
7. Workforce Solutions Alamo reserves the right to extend, shorten, increase or decrease any contract awarded as a result of this RFQ.
8. Workforce Solutions Alamo reserves the right to waive any defect in the procurement or to correct any error(s) and/or make changes to this solicitation as it deems necessary. Workforce Solutions Alamo will provide notification of any changes to all known bidders.
9. Workforce Solutions Alamo reserves the right to request additional information, clarification or explanation of any aspect of a proposal submitted in response to this RFQ.
10. Workforce Solutions Alamo reserves the right to negotiate the final terms of any and all contracts or agreements with selected Offerors. Any contract terms negotiated as a result of this RFQ may be renegotiated and/or amended in order to meet the needs of Workforce Solutions Alamo.
11. Workforce Solutions Alamo reserves the right to contact any individuals, agency, employer, or grantee listed in a proposal, or to contact others who may have experience or knowledge of the Offeror's relevant performance and/or qualifications; and to request additional information from any and all respondents to this RFQ.

12. Workforce Solutions Alamo reserves the right to conduct reviews of records, systems, procedures, including credit and background checks, etc. of any entity selected for contract award. This may occur prior to, or subsequent to the award or execution of a contract. Any misrepresentation of the bidder's ability to perform as stated in the proposal may result in the disqualification of the Offeror or the cancellation of any contract awarded as a result of this RFQ.

13. The Offeror selected for contract award must meet the requirements of Workforce Solutions' key control certification system to ensure the financial integrity of the entity prior to the execution of a contract. Workforce Solutions or its designee will conduct a pre-award review of the selected Offeror prior to the execution of a final contract.

14. Workforce Solutions Alamo reserves the right to withdraw or reduce the amount of any award or to cancel any contract resulting from this procurement if adequate funding is not available or due to legislative changes.

15. Workforce Solutions Alamo reserves the right to impose additional requirements and refinements to the terms and conditions, scope of work, performance measures, and funding amounts or sources during the course of any contract resulting from this RFQ.

16. Respondents shall not engage in any activity which would restrict or eliminate competition under this procurement. Violation of this provision may cause a bidder to be disqualified. This does not preclude joint ventures, partnerships, collaborations, or subcontracts.

17. Respondents shall not, under penalty of law, offer or provide any gratuities, favors, or anything of monetary value to any board member, officer, employee, proposal evaluator, authorized agent of the Board, or elected official for the purpose of having an influencing effect on this procurement.

18. Respondents shall not attempt in any manner to advocate for, lobby, or otherwise attempt to influence any board member, officer, employee, proposal evaluator, authorized agent of the Board, or elected official for purposes of having an influencing effect on this procurement.

19. No Board member, officer, employee, or authorized agent of Workforce Solutions Alamo shall participate in the selection, award, or administration of a contract supported by Board funds if a conflict of interest, real or apparent, would be involved.

20. All Qualifications submitted must be an original work product of the proposing entity. The copying, paraphrasing or other use of substantial portions of the work product of others and submitted hereunder as original work of the Offeror without written authorization and proper citation, is prohibited. Failure to adhere to this requirement may cause the proposal to be disqualified. All Qualifications and accompanying attachments will become the property of Workforce Solutions Alamo after submission and will not be returned.

21. The contents of a successful proposal may become a contractual obligation and be incorporated by reference into a contract. Respondents must intend to fulfill all the representations in their proposal. Failure of a respondent to accept this obligation may result in the cancellation of an award or contract. No pleas or error or mistake shall be available to a successful bidder as a basis for release from proposed services. Any damages incurred by Workforce Solutions Alamo as a result of a successful Offeror's failure to contract may be recovered from the proposing entity.

22. A contract with the selected Offeror may be withheld, at the sole discretion of the Board, if issue of contract or regulatory compliance or questioned/disallowed costs, audit or monitoring findings, or legal issues exist until such issues are resolved to the satisfaction of the Board.

23. Workforce Solutions Alamo reserves the right to deem as non-responsive or to disqualify any proposal that, in its sole discretion, does not comply with or conform to the terms, conditions, specifications, and/or requirements contained in this RFQ.

1.12 Administrative Requirements and Other Limitations

1. Workforce Solutions Alamo will provide any training and/or technical assistance needed by the selected contractor regarding Board policies, documents, procedures, etc. that are specific to Workforce Solutions.

2. Employees of the contractor are subject to the exclusive control and supervision of the contractor. The Contractor is solely responsible for personnel matters including hiring, discipline, termination, supervision, criminal background checks, training, evaluation, etc. for its employees.

3. Proof of insurance is not a requirement for the submission of a proposal, but the selected Offeror will be required to obtain and provide proof for all insurances specified in this RFQ and provide Workforce Solutions Alamo with proper certificates or policies prior to commencing work under a contract resulting from this RFQ. Workforce Solutions Alamo must be listed as an additional insured on the Certificate of Insurance. Policies must remain in full force for the duration of a contract. Any changes in insurers, coverage, deductibles, modifications, alterations, or cancellations of coverage during the term of the contract must be immediately communicated to the Board. The following insurances/bonding are required:

a. General Liability – Contractor must carry general liability insurance coverage sufficient to cover any liability that may arise from the performance of a contract resulting from this RFQ. General liability must cover bodily injury and property damage to a third party and personal injury; \$500,000 each occurrence or \$1,000,000 aggregate is required. A reasonable deductible is allowed, but not to exceed \$5,000 per occurrence. Contractor must be able to cover the cost of any deductible.

b. Errors and Omissions – Contractor must, at its own expense, must carry “errors and omissions” insurance or the equivalent. Contract funds cannot be used to pay for Errors and Omissions insurance.

c. Motor Vehicle – if the Contractor or its employees use motor vehicles in the conduct of business under a contract resulting from this RFQ, liability insurance covering bodily injury and property damage must be provided through a commercial insurance policy. Such insurance shall provide for a minimum coverage of \$100,000 liability per occurrence; \$300,000 aggregate liability; \$100,000 property damage; personal injury protection; uninsured motorist protection, and a maximum deductible of \$1000. Contractor must be able to cover the cost of any deductible.

d. Workers’ Compensation – Contractor must ensure that all employees are covered by worker’s compensation insurance. If self-insured, the contractor must warrant that it will maintain coverage sufficient to cover any liability that may arise from performance under a contract resulting from this RFQ.

4. Contractor, including all its employees, must comply with all Information Technology access and user policies and requirements of the Board and/or Texas Workforce Commission.

PART 2 – PROPOSAL REVIEW AND EVALUATION PROCESS

2.1 Proposal Review and Evaluation

- A. All Qualifications received by the deadline for submission will be initially reviewed by Workforce Solutions Alamo staff for responsiveness and compliance with the technical specifications and requirements contained in the RFQ.
- B. All Qualifications that have met the submission criteria and are determined to be “responsive” will then be reviewed and scored by a team of qualified evaluators selected by Workforce Solutions Alamo. Qualifications will be evaluated/scored using the criteria specified in this RFQ using a standardized instrument developed by Workforce Solutions Alamo.
- C. Review of qualifications, scoring and ranking by Workforce Solutions Alamo staff.
- D. Presentation of the evaluation results, including scoring, ranking, and recommendations to the designated Committee of the Board.
- E. Final action on selection for contract award by the Board. A final contract will be subject to successful contract negotiations.
- F. All responsive Offerors will be provided with written notice of the Board’s decision regarding selection and award of a contract.

2.2 Proposal Evaluation Criteria

Process

- Evaluation Phase- WSA will receive, open, and evaluate the replies according to the criteria herein.
- Selection Phase- the ranking of the Qualifications will be based on the best interests of WSA.
 - Optional interviews may be conducted.
 - Replies determined to provide the best value to the organization will be awarded the contract for the tasks identified in the RFQ.

Public Records

All materials submitted in response to this RFQ become the property of WSA and will be a public record and open for inspection by any person in accordance with the provisions of the Texas Public Information Act. WSA shall have the right to use such ideas or adaptations of those ideas contained in any proposal without cost or charge. Selection or rejection of a proposal will not affect this right.

Cost of Preparation of Offeror's Reply

WSA is not liable for any costs incurred by an Offeror, responding to this RFQ.

Duty of Continuing Disclosures of Legal Proceedings

1. Commencing after the effective date of any contract resulting from this RFQ, the Offeror must disclose any pending or prior civil or criminal litigation, investigations, arbitration or proceedings ("Proceeding") involving the contractor (and each subcontractor) in a written statement to WSA's Procurement Director within fifteen (15) calendar days of occurrence.
2. This duty of disclosure applies to the Offeror's officers and directors when the proceeding relates to the office or directors' business or financial activities. This duty must extend to all proceedings disclosed in the Offeror's reply to this RFQ as well. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.
3. The successful Offeror shall promptly notify WSA of any civil or criminal litigation, investigation, arbitration, or administrative proceeding relating to or affecting the Offeror's business. If the existence of such proceeding, during the term of this contract for services causes the state concern or the Offeror's ability or willingness to perform the contract is jeopardized, the Offeror shall be required to provide WSA all reasonable assurances requested by WSA to demonstrate that:

a. The Offeror will be able to perform the contract resulting from this RFQ in accordance with its terms and conditions, and

b. The Offeror and/or its subcontractor(s) has not and will not engage in conduct in performing services for WSA which is similar in nature to the conduct alleged in such proceedings.

Evaluation Criteria

The Evaluation Panel shall rank all Qualifications received that meet the submittal requirements. The Award shall be made to the responsible Offeror whose proposal is determined to be the most advantageous to the WSA. The following criteria shall be used in the evaluation, in no particular order:

- a. Current and past performance of your firm’s experience with fiscal monitoring services.
- b. Offeror’s firm must possess demonstrated ability, knowledge and expertise to provide fiscal monitoring services to WSA. It is important to demonstrate a sufficient depth of talent and ability to allot a sufficient amount of time to meet the demand that WSA will place and to be in a position to respond in a timely and efficient manner.
- c. It is anticipated that only one firm will be selected to perform the services that have been identified. A recommendation shall be made to the governing board of WSA that has approval authority of the final selection.

A proposal must achieve an overall score of at least **70 points** to be considered for selection and contract award. WSA will base the review and evaluation of Qualifications upon the following criteria:

CONSIDERATION ITEMS	MAX POINTS
<p><u>Requirements</u></p> <p>“No” marked in any category indicates the proposal is not responsive and will not be considered.</p> <p>a. Was the proposal received by the due date & time? Yes _____ No _____</p> <p>b. Was the proposal presented in the required format, all questions in this RFQ answered, all attachments completed and signed? Yes _____ No _____</p>	<p>Mandatory</p>
<p><u>Qualifications:</u></p> <ul style="list-style-type: none"> • Experience in performing services as specifically represented in this solicitation • Previous experience with engagements of similar scope and range as the engagement specified in this RFQ 	<p>25 POINTS</p>

<ul style="list-style-type: none"> • Location of the office from which the work is to be done and the number of partners and other professional staff employed at that office • Range of services offered by the firm • Length of time that the Offeror has provided the services it provides 	
<p><u>Demonstrated Performance/Resumes:</u></p> <ul style="list-style-type: none"> • Resumes and Experience of Key personnel assigned to this engagement • Experience in the delivery of compliance/fiscal monitoring services; listing experience for key personnel 	30 POINTS
<p><u>Engagement Planning and Execution:</u></p> <ul style="list-style-type: none"> • Comprehensive description of the Offeror’s engagement plan that demonstrate aptitude for management and completion of this engagement. • Provide your approach to monitoring services, to include: <ul style="list-style-type: none"> ○ Establishment of engagement ○ Planning of scope and timeline ○ Estimated number of staff and reporting hours ○ Desk review 	25 POINTS
<p><u>Other Criteria:</u></p> <ul style="list-style-type: none"> • References 	20 POINTS
<p><u>HUB Bonus Points:</u></p> <ul style="list-style-type: none"> • Five bonus points will be awarded to responsive Qualifications certified by the Texas Comptroller of Public Accounts or another bona fide certifying agency. • HUB’s must indicate their certification number and the certifying agency on the Proposal Cover Sheet • Attach a copy of the notice of certification to be eligible for bonus points. • Certification must be current. 	5 POINTS
TOTAL SCORE	105 POINTS

CONSIDERATION ITEM 1
COMPARABLE PROJECT EXPERIENCE

WSA is interested in the Offeror’s experience in performing services as specifically represented in this solicitation. Previous experience with engagements of similar scope and range as the engagement specified in this RFQ, location of the office from which the work is to be done and the number of partners and other professional staff employed at that office, range of services offered by the firm, and length of time that the Offeror has provided the services it provides. List three (3) projects meeting these criteria, which have been completed in the past five (5) years.

- **Provide a narrative not to exceed five (5) pages.**

CONSIDERATION ITEM 2
EXPERIENCE OF KEY PERSONNEL

WSA is interested in the experience of the Key Personnel assigned to this engagement that demonstrates history and success with projects of similar size and scope as specifically represented in this solicitation. List two (2) projects meeting these criteria which have been completed in the past five (5) years for each Key Personnel.

- **Identify each Key Personnel and provide a narrative not to exceed two (2) pages briefly describing their credentials.**
- **Attach a resume of no more than two (2) pages for each individual.**

CONSIDERATION ITEM 3
ENGAGEMENT PLANNING AND EXECUTION

WSA is interested in the Offeror's engagement plan that demonstrates aptitude for management and completion of this engagement. Describe the Offeror's engagement plan that demonstrate aptitude for management and completion of this engagement. Provide your approach to monitoring services, to include:

- Establishment of engagement
- Planning of scope and timeline
- Estimated number of staff and reporting hours
- Desk review

(Note: The specific services should address and demonstrate your understanding of the type of services requested)

- **Provide a narrative not to exceed five (5) pages.**

CONSIDERATION ITEM 4
REFERENCES

WSA is interested in the Offeror's reputation for providing services. The references will be evaluated in terms of the amount of experience in dealing with nonprofit organizations and workforce development boards, as well as with other local and state government and quasi-government entities. A minimum of three (3) references of active clients must be provided. Active clients must be current customers at the time of response submission and must be three distinct customers.

- **Provide three (3) references with contact information.**

2.3 Appeal Process and Procedures

Workforce Solutions Alamo is the responsible authority for handling complaints, disputes, or protests regarding the procurement and proposal selection process at the local level. No protest shall be submitted to the grantor (State) until all administrative remedies at the Grantee (Board) level have been exhausted. This includes, but is not limited to disputes, claims, protests of selection or non-selection for award, source evaluation, or other matters of a contractual or procurement nature. Matters concerning violations of law shall be referred to such authority that may have proper jurisdiction.

This policy shall apply to appeals by Offerors that have applied for an award of grant funds from the Board pursuant to any federal, state or local funded program or activity. The final outcome of an appeal at the local level shall be disclosed to the Texas Workforce Commission (TWC).

Issues Subject to Appeal

Offerors affected by procurement actions or decisions of the Board may appeal pursuant to this policy and procedures as to the following issues:

- a) The action or decision of the WSA is alleged by the Offeror to be in violation of applicable federal and/or state law, regulation or policy regarding procurement and selection; or
- b) The action or decision of the WSA is alleged by the Proposer to be based upon an error of material and relevant fact(s); or
- c) The action or decision of the WSA is alleged by the Offeror to be invalid because of an alleged denial of procedural due process (i.e. failure to review a complaint or protest).

Issues Not Subject to Appeal

- a) Unless substantiated by material and relevant fact(s), the scoring and ranking of Qualifications is not subject to appeal.
- b) An appeal cannot be submitted based solely on the belief that the appealing party believes their proposal is better than the one selected for contract award.

Process to Protest

The Procurement Director has the authority to settle or resolve any claim of an alleged deficiency or protest. The procedures for notifying WSA of an alleged deficiency or filing a protest are listed on our website, www.workforcesolutionsalamo.org/about/procurement. If you fail to comply with any of these requirements, the Procurement Director may dismiss your complaint or protest.

PART 3 – SCOPE OF WORK

3.1 Services

WSA is seeking responses from qualified firms to perform a comprehensive fiscal monitoring review of its contractors. The services must satisfy WSA’s contractual obligations under its contract with the Texas Workforce Commission (TWC) and the U.S. Department of Labor (DOL). The purpose of the fiscal monitoring is to ensure that:

1. Intended program resources are expended on reasonable, necessary, and allowable activities;
2. Resources are efficiently and effectively used for authorized purposes and are protected from waste, fraud, and abuse;
3. Reliable and timely financial information is captured and reported; and
4. Applicable laws, rules, regulations, policies and contract terms and conditions are adhered to.

WSA has established the following estimate of minimum hours necessary to complete fiscal monitoring services:

Contract	Estimated Hours
Workforce Development Services	600
Child Care Delivery System	400
Youth Services	250
Child Care Quality Improvement Activities	150
Cares Act Funding	100
Estimated Total	1,500

Contract Monitoring Services Solicited - WSA currently contracts with the following subrecipients at the following approximate funding levels (in millions) for the period October 1, 2020 – September 30, 2021.

Contractor	Contract	Award
City of San Antonio	Child Care Services	\$69.7
C2 Global Prof. Services	Adult/One-Stop	\$15.6
C2 Global Prof. Services	CARES/Bexar County	\$13.2
C2 Global Prof. Services	CARES/City of San Antonio	\$16.1
C2 Global Prof. Services	Youth Urban	\$1.7
SERCO	Youth Rural	\$1.5
C2 Global Prof. Services	Child Care Quality Improvement Activities	\$1.4
Approximate Total		\$119.2

Applicable Rules & Regulations (as may have been amended/updated)

1. Generally Accepted Accounting Principles (GAAP)
2. Workforce Investment Act of 1998 [Public Law 105-220] and the federal regulations at 20 CFR Parts 652 and 600 through 671,
3. Workforce Innovation and Opportunity Act (WIOA)
4. Portions of the Social Security Act [42 USCA Section 301]; § 403-419, 42 U.S.C. § 603-619, as amended;
5. State law at Texas Labor Code, Chapter 307;
6. All applicable federal statutes, regulations, policies and guidance;
7. Food Stamp Act of 1977, 7 U.S. Code (U.S.C.) §§ 2011-2036 et seq. (the Act) as amended by the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA), 42 U.S.C. § 601 et seq., and the Balanced Budget Act of 1997, 42 U.S.C. §§ 603a-609a;
8. Farm Security and Rural Investment Act of 2002 (Public Law 107-171);
9. Food Conservation, and Energy Act of 2008 (Public Law 110-246);
10. 7 Code of Federal Regulations (C.F.R.) Parts 271-273;
11. Approved SNAP E&T State Plan of Operations;
12. Supplemental Nutrition Assistance Program Employment and Training: A Comprehensive Guide (SNAP E&T Guide);
13. 40 Texas Administrative Code (TAC), Chapter 813;
14. Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) [Public Law 104-193] 42 U.S.C. §§601 et. Seq.;
15. 40 TAC Chapters 800,801,809, and 811;
16. Child Care and Development Block Grant Act of 1990, 42 U.S. Code (U.S.C.) §§ 9858 et seq.;
17. Consolidated Appropriations Act of 2005, Pub. L. 108-447;
18. Approved State Plan for CCDF;
19. Trade Act of 1974, 19 U.S.C. §§ 2271-2322, as amended, Public Law 93-618, as amended
20. Trade regulations at 20 C.F.R. Part 617 and 29 C.F.R. Part 90.
21. Balance Budget Act of 1997, Public Law (Pub. L.) 105-33;
22. Deficit Reduction Act of 2005, Pub. L. 109-171;
23. Wagner-Peyser Act of 1933, as amended;
24. Wagner-Peyser Federal Regulations at 20 Code of Federal Regulations (C.F.R.) Part 652
25. Federal regulations issued by the US Department of Health and Human Services at 45 CFR Parts 270 through 275, inclusive, for services funded by Temporary Assistance to Needy Families, federal regulations 45 CFR Part 260 through 265, Approved State Plan for TANF;
26. Approved Texas TANF Work Verification plan;
27. Approved Local Workforce Development Board Plan, including amendments;
28. Texas Human Resources Code, Chapters 31, 34, and 44;

- 29. Texas Labor Code, Chapter 302;
- 30. U.S. Department of Treasury, CARES ACT

Offerors must submit for all portions of the required services that are comprised in this RFQ. To ensure full coverage of all required service components and to promote collaboration among qualified organizations, Offerors may propose written subcontracting arrangements with other qualified partners as long as the qualifications and costs associated with such proposed subcontracts are clearly identified in the Proposal, and there is sufficient justification for the subcontract.

3.2 Fees/Charges

Each Offeror must develop a general budget for all services to be provided based upon past experience, information provided in this RFQ, and anticipated fees.

3.3 Deliverables

The estimated period of performance of the Agreement is five (5) years. The performance of the fiscal monitor shall be reviewed not less than every calendar year, and any agreement shall be terminable at will and may not have a term beyond five (5) years from the date of execution of the Contract. All prices shall be firm for the term of this Contract.

Staffing Levels and Functions

The Contractor shall maintain sufficient staff to deliver the agreed upon Fiscal Monitoring services as specified in the Proposal.

The Contractor must submit written notification, within five (5) working days, to WSA of changes in key personnel. When the position is filled, WSA shall be notified in writing of the identity and qualifications of the new incumbent.

Contract Monitoring & Performance

Contractor must comply with the requirements of WSA's contract with reference to monitoring by WSA. WSA will monitor for compliance on an ongoing basis during the fiscal year. The Contractor also agrees to fully cooperate with WSA in the conduct of performance audits as applicable.

The Contractor agrees to include the applicable monitoring and performance requirements in all approved subcontracts and assignments that result from this RFQ.

WSA will conduct quality assurance reviews during the contract period for the following purposes:

1. To assess the quality of services provided under this contract;
2. To determine compliance with WSA requirements;
3. The extent to which key indicators of performance are being achieved; and
4. To validate internal quality improvement systems and findings.

Records & Documentation

During the term of the contract, the Contractor shall maintain accurate records and any documentation required by the State and/or Federal regulations. The Contractor shall provide copies of all such documentation and records as determined by WSA. After termination of the contract, the Contractor shall be required to keep all records a period of five (5) years from the time of service as well as five (5) years from the close of an audit. The Contractor agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The Contractor further agrees to hold harmless, defend, and indemnify WSA from any claim or damage, including reasonable attorney's fees and costs or from any fine or penalty imposed as a result of an improper disclosure by the Contractor of confidential records at its expense. The Contractor shall maintain all records required to be maintained pursuant to the resulting contract in such manner as to be accessible by WSA upon demand. Where permitted under applicable law, access by the public shall be permitted without delay.

3.4 Contract Renewal

Such renewal(s) shall be made by mutual agreement and shall be contingent on satisfactory performance evaluations as determined by WSA and shall be subject to the availability of funds. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial Contract. Any modifications to expand or enhance the planned scope of the Contract in future years that may necessitate additional funds beyond the original prices submitted shall be made by mutual agreement. The Offeror agrees to this condition by signing its proposal.

PART 4 – PROPOSAL PREPARATION AND SUBMISSION

4.1 General Instructions for Submitting a Proposal

REPLY FORMAT

In responding to this RFQ, each Offeror should review and account for all the requirements contained within this RFQ. The Respondent's reply must be submitted via email to the authorized contact person:

Armando Alferez
Contracting & Procurement Specialist
Email: aalferez@wsalamo.org
Phone: (210) 581-1057

Proposal text should be presented at a minimum in 12-point font size. The proposal document should follow the sections outlined as found below in the table of contents.

The technical reply will consist of the following and follow the format listed:

Tab 1 – Title Page

The title page must include, at a minimum:

The title of the RFQ;

The RFQ due date;

The Offeror's name (person, organization and firm);

The name, title, phone number and address of the person who can respond to inquiries regarding the reply;

The signature of the Offeror with authorized signatory; and

Tab 2 – Table of Contents

Include a clear identification of the material included in the proposal by section and page number.

Tab 3 - Executive Overview

Understanding of Scope of Services

Responses must include information showing the Offeror's understanding of the needs specified in this RFQ and must include a positive commitment to perform the work within the specified time period.

Company Qualifications

Describe the Offeror's experience in performing services as specifically represented in this solicitation. Offeror should provide detailed evidence that the Offeror's firm has previous experience with engagements of similar scope and range as the engagement specified in this RFQ. Give the location of the office from which the work is to be done and the number of partners and other professional staff employed at that office. Describe the range of services offered by the Offeror and indicate the length of time that the Offeror has provided the services described above.

Resumes and Experience

As part of the reply, the Offeror must submit resumes on the personnel including partners and managers assigned to this engagement describing their education, training, and work experience. The Offeror should provide evidence that each person submitted for this project has previous experience with similar tasks on other equivalent engagements. Offeror should identify the specific individuals who would serve on a day-to-day basis as a primary point of contact and be responsible for the work product of the Offeror. The individual identified shall be available within 24 hours (or one business day) notice by telephone or email to accomplish the following:

Attend meetings
Respond to telephone calls
Respond to specific inquiries

Tab 4 – Engagement Planning and Execution

The Offeror must submit a comprehensive description of their engagement work plan(s) as part of their reply. The plans may include narratives, work programs, tables, or other illustrative disclosures that demonstrate aptitude for management and completion of this engagement. Minimum disclosures required by WSA are detailed in Part 3- Scope of Work of this RFQ.

Tab 5 - Attachments

Replies to this RFQ must include the following documents and certifications:

1. Offeror/Organization Information (Attachment 1). A representative who is authorized to contractually bind the Offeror must complete, sign and attach this form.
2. Reference Form (Attachment 2). A representative who is authorized to contractually bind the Offeror must complete, sign and attach this form.
3. Disclosure Statement/Conflict of Interest (Attachment 3). Completed, signed, and attached by authorized individual for Offeror.
4. List of Subcontractor(s) (Attachment 4). Attach a list of subcontractors who will perform work on this engagement under your organization's direction and supervision. Form should be completed, signed and attached by authorized individual for Offeror.
5. Resume Template (Attachment 5)
6. W9 Form (Attachment 6). Complete and submit a W9 form for your organization.
7. Certifications (Attachment 7).
8. HUB Certification (Attachment 8, if applicable). Attach a copy of your certification. Whenever possible, WSA shall make positive efforts to utilize Historically Underutilized Businesses and Small, Minority-owned and Women-owned businesses in procuring services.

4.2 Additional Information

Please provide any additional information you consider to be helpful in the selection process in this section.

4.3 Reply Submission

Offerors shall submit all data in the formats specified in this RFQ. The forms furnished must be used when submitting the reply. Forms are to be filled out in pen or typewritten with alterations, changes or amendments initialed. All forms must be signed and dated.

REPLIES MUST BE RECEIVED ON OR BEFORE THE DUE DATE reflected on the timeline in the Schedule of Events of this RFQ. It is the Offeror's responsibility to assure its reply submittal is delivered at the proper place and time as required in this RFQ. The official date and time of receipt is the date and time the reply is stamped by WSA. **Late replies will not be accepted.** Offerors should not include marketing materials in their RFQ submission. Offeror's replies must state that its reply constitutes an offer that remains valid for at least 120 days after receipt of the reply.

Replies can be sent via email to the Authorized Representative indicated below:

Armando Alferez
Contracting & Procurement Specialist
Email: aalferez@wsalamo.org
Phone: (210) 581-1057

Qualifications may be withdrawn upon written request if made before the response deadline. The cost of submissions or returning Qualifications that are withdrawn shall be the responsibility of the Offeror. Once the response deadline is passed, all Qualifications will become the property of Workforce Solutions Alamo and will not be returned.

4.4 Inquiries

Any questions must be sent via e-mail to the authorized contact person listed below. **No telephone calls will be accepted.** All attempts will be made to post questions received by the due date and the corresponding answers on the WSA website prior to the proposal due date. No verbal or written information that is obtained other than by information in this document or by addendum to this RFQ will be binding on WSA. All addenda will be posted on the WSA website.

PART 5 – INSURANCE REQUIREMENTS

5.1 Insurance Limits

Proof of insurance is not a requirement for the submission of a proposal, but the selected Offeror will be required to obtain and provide proof for all insurances specified in this RFQ and provide Workforce Solutions Alamo with proper certificates or policies prior to commencing work under a contract resulting from this RFQ. Workforce Solutions Alamo must be listed as an additional insured on the Certificate of Insurance. The Contractor will be required to maintain insurance coverage for the period of the contract. The following minimum insurance coverage and limitations will be required:

a. General Liability – Contractor must carry general liability insurance coverage sufficient to cover any liability that may arise from the performance of a contract resulting from this RFQ. General liability must cover bodily injury and property damage to a third party and personal injury; \$500,000 each occurrence or \$1,000,000 aggregate is required. A reasonable deductible is allowed, but not to exceed \$5,000 per occurrence. Contractor must be able to cover the cost of any deductible.

b. Errors and Omissions – Contractor must, at its own expense, must carry “errors and omissions” insurance or the equivalent. Contract funds cannot be used to pay for Errors and Omissions insurance.

c. Motor Vehicle – if the Contractor or its employees use motor vehicles in the conduct of business under a contract resulting from this RFQ, liability insurance covering bodily injury and property damage must be provided through a commercial insurance policy. Such insurance shall provide for a minimum coverage of \$100,000 liability per occurrence; \$300,000 aggregate liability; \$100,000 property damage; personal injury protection; uninsured motorist protection, and a maximum deductible of \$1000. Contractor must be able to cover the cost of any deductible.

d. Workers’ Compensation – Contractor must ensure that all employees are covered by worker’s compensation insurance. If self-insured, the contractor must warrant that it will maintain coverage sufficient to cover any liability that may arise from performance under a contract resulting from this RFQ.

A statement of assurance to that effect must be included in your transmittal letter and Statement of Work response.

PART 6 – ATTACHMENTS

ATTACHMENT 1: OFFEROR INFORMATION

ATTACHMENT 2: REFERENCES

ATTACHMENT 3: DISCLOSURE / CONFLICT OF INTEREST STATEMENT

ATTACHMENT 4: LIST OF SUBCONTRACTORS

ATTACHMENT 5: RESUME TEMPLATE

ATTACHMENT 6: W9 FORM

ATTACHMENT 7: CERTIFICATIONS

ATTACHMENT 8: HUB CERTIFICATION (if applicable)

ATTACHMENT 1: OFFEROR INFORMATION REQUEST FOR QUALIFICATIONS

RFQ for Fiscal Monitoring Services

ORGANIZATION INFORMATION

Company Name:		
Street Address:		
City:	State:	Zip:
Mailing Address:		
City:	State:	Zip:
Contact Person:	Title:	
Email:	Phone:	
Website:		
Years in business:	Total # Full-time Employees at this location:	
Legal Structure of Business:	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Partnership
	<input type="checkbox"/> Corporation	<input type="checkbox"/> Non-profit <input type="checkbox"/> Other
Employer's Federal ID #:	Primary NAICS and/or (SIC) Code:	
Is your company current on all State and Federal tax obligations? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Description of your business, product(s) and/or service(s):		
Authorized Signature: _____ <i>Signature by an individual who has the authority to bind the Company to the RFQ.</i>		

"Execution hereof is certification that the undersigned has read and understands the terms and conditions herein, and that the undersigned's principal is fully bound and committed."

ATTACHMENT 2: REFERENCES

Offeror: _____

The Offeror must list a minimum of **three (3) separate and verifiable clients** for which work similar to that specified in this solicitation has been performed for a period of **at least five (5) continuous year(s)**. Any information not submitted on this attachment shall not be considered. The clients listed shall be for services similar in nature to that described in this solicitation. Confidential clients shall not be included.

Company Name:	
Address:	
Contact Name:	
Title:	
Alternate Contact Name:	
Title:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

Company Name: Address:	
Contact Name: Title:	
Alternate Contact Name: Title:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

ATTACHMENT 3: DISCLOSURE / CONFLICT OF INTEREST STATEMENT

Offeror: _____

The award hereunder is subject to the Texas Workforce Commission FMGC. Contractors must disclose with their replies whether any officer, director, employee or agent is also an officer or an employee of WSA. All firms must disclose the name of any officer or employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Offeror's firm or any of its branches or affiliates. All Offerors must also disclose the name of any employee, agent, lobbyist, previous employee of WSA or other person, who has received or will receive compensation of any kind to seek to influence the actions of WSA in connection with this procurement.

The following persons are officers, directors, employees, or agents of Offeror's firm and state officers or employees:

1. _____
2. _____
3. _____

The following persons are officers or employees who own, directly or indirectly, more than 5% interest in the Offeror's firm:

1. _____
2. _____
3. _____

*Authorized Representative's Signature

*Name and Title of Authorized Representative

****This individual must have the authority to bind the Offeror.***

ATTACHMENT 4: LIST OF SUBCONTRACTORS

Each Offeror shall submit with their response a list of the subcontractors who will perform work under the contract(s), as a result of this RFQ. The Offeror shall have determined to their own complete satisfaction that a listed subcontractor has been successfully engaged in providing services with specific proven experience in the area(s) indicated in the RFQ. The successful Offeror and their subcontractor must utilize professional judgment and expertise to conduct services.

In the event that no subcontractor will be used, this form shall be returned indicating, “No Subcontractors will be used.”

NO SUBCONTRACTORS WILL BE USED: _____
Signature of Authorized Representative Date

Subcontractor Name:	
Business Type:	
Address: City: Zip:	
Phone:	
License #	
Subcontractor Name:	
Business Type:	
Address: City: Zip:	
Phone:	
License #	

 Name of Authorized Representative

 Signature

 Date

ATTACHMENT 5: RESUME TEMPLATE

Each Offeror should use their own resume template for all team members proposed for this project. For all resumes submitted for this project, the following disclosures must be provided for all proposed team members:

- For **all team members** indicate if individual is a firm employee, a contracted individual or a subcontractor.
- For **all team members** describe (1) education, (2) professional certifications, (3) professional and business affiliations, (4) previous work experience (in general) and (5) years of specifically related work experience.
- For **all team members** indicate the type of project duties they will perform.

ATTACHMENT 7: CERTIFICATIONS

Certifications Regarding Debarment, Lobbying, Suspension, Drug-Free Workplace Requirements and Other Responsibility Matters

Attachment A - Certification of Proposer

Attachment B – Certification Regarding Conflict of Interest

Attachment C - Certification Regarding Drug-Free Workplace

Attachment D - Certification Regarding Debarment

Attachment E - State Assessment Certification

Attachment F – Certification Regarding Lobbying

Attachment G - Certification Regarding Texas Corporate Franchise Tax

Attachment H - Certificate of Compliance with Texas Family Code 231.006

ATTACHMENT 8: HUB CERTIFICATION

A HUB is defined as “Businesses (i.e. sole proprietorships, partnerships, corporations, limited liability partnerships/companies, joint ventures) which are formed for the purpose of making a profit, provided that at least 51% of the assets and interest of all classes of stock, and equitable securities are owned by one, or more individuals who are economically disadvantaged, and who have been historically underutilized because of their identification as members of the following groups: Asian-Pacific Americans, Black Americans, Hispanic Americans, Native Americans, and American Women.” WSA is committed to a goal of maximizing HUB utilization.

Five bonus points will be awarded to responsive Qualifications certified by the Texas Comptroller of Public Accounts or another bona fide certifying agency. HUB’s must indicate their certification number and the certifying agency on the Proposal Cover Sheet and attach a copy of the notice of certification to be eligible for bonus points. Certification must be current.

Whenever possible, WSA shall make positive efforts to utilize small businesses, minority-owned firms, and women’s business enterprises, in procuring services as stated in FMGC, as applicable.

END